



THE DISTRICT COURT OF OKLAHOMA COUNTY

STATE OF OKLAHOMA

CJ - 2015 - 3328

SUNSHINE GARNER,

Plaintiff,

VS.

**STATE FARM MUTUAL
AUTOMOBILE INSURANCE
COMPANY.**

Defendant.

Case No.:

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

JUN 15 2015

TIM RHODES
~~COURT CLERK~~

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PETITION

COMES NOW the Plaintiff, SUNSHINE GARNER, and for her claim against the defendant, alleges and states as follows:

1. The plaintiff, SUNSHINE GARNER is a resident of the State of Oklahoma, County of Cleveland.
2. The defendant, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, (hereinafter "STATE FARM") is a corporation authorized to provide insurance in the State of Oklahoma. Service can be obtained on Defendant 'STATE FARM' by serving Oklahoma Insurance Commissioner, 3625 N.W. 56th Street, Suite 100, Oklahoma City, OK 73112.

JURISDICTION AND VENUE

3. Jurisdiction is proper in the State of Oklahoma because Defendant "STATE FARM" is a corporation licensed to provide insurance in the State of Oklahoma.

4. Venue is proper in The District Court of Oklahoma County in that the acts that are the subject of this petition took place in Oklahoma County, State of Oklahoma.

FACTS

5. On or about September 23, 2014, Plaintiff was involved in an automobile collision on Grand Blvd, Oklahoma County, Oklahoma City, Oklahoma, resulting in personal injuries.

6. Plaintiff was a passenger in a vehicle driven by John Sonderegger, who had in force a policy of underinsured motorist coverage with defendant "STATE FARM" under policy number 1941879B1136J.

7. The subject collision was a direct result of the negligence of the adverse driver and Plaintiff has incurred \$27,767.07 in medical expenses.

8. The insurance carrier for the adverse negligent driver tender it's policies limits of \$25,000.00 to the plaintiff. The adverse negligent driver was underinsured since the available proceeds of his liability insurance were insufficient to compensate the plaintiff for her actual damages.

9. Plaintiff has made a claim with defendant under John Sonderegger's underinsured motorist policy however defendant has refused to pay pursuant to the terms of the policy and is in breach of contract.

BREACH OF CONTRACT

10. Defendant has a duty to properly investigate plaintiff's claim.
11. Defendant has a duty of good faith and fair dealing.
12. Defendant has a duty to not breach the contract by failing to pay plaintiff's claim within a reasonable time.
13. Defendant has a common law duty to not delay in settling a claim within a reasonable time.
14. Defendant has a statutory duty to attempt in good faith to effectuate a prompt, fair and equitable settlement when the defendant's liability is "reasonably clear".
15. Defendant failed to deal fairly and in good faith with Plaintiff's claim and has committed breach of contract. As a result, Plaintiff has suffered emotional and financial distress and other losses.

WHEREFORE, the plaintiff prays for judgment against the defendant for actual damages in excess of the amount required for diversity jurisdiction pursuant to Section 1332 of Title 28 of the United States Code, together with interest, attorney fees, costs of this action, compensatory damages for mental suffering and distress, and such other relief as this Court shall deem just and proper.

ATTORNEYS' LIEN CLAIMED

JURY TRIAL DEMANDED

Respectfully submitted,

LAW OFFICES OF MICHAEL D. LEWIS

A handwritten signature in black ink, appearing to read "Michael D. Lewis", with a long horizontal line extending to the right.

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